

Contract # 2021001228

Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road — 355 ch. River nord
17th Floor — 17^{ème} étage
Ottawa ON K1A 0L8

Title — Sujet :

ProServices — Sole Source Staffing Consultant

Contract No. — N° du contrat :

2021001228

(REQUISITION #1000354802)

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction —
Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract —
Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

Date

OCT. 27, 2020

Contracting Authority — Autorité contractante :

Stephanie Nachar

Telephone No. — No de
téléphone :

514-293-5542

Fax No. — No de
télécopieur :

N/A

E-Mail Address — Courriel :

stephanie.nachar@cbsa-asfc.gc.ca

Name, title of person authorized to sign (type or print) —
Nom et titre du signataire autorisé (caractère d'impression)

Total Estimated Cost
(HST incl.) / Coût total
estimatif (TVH incl.) :

\$39,324.00

Currency Type —
Genre de devise :

CAD

Vendor / Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

QMR CONSULTING AND PROFESIONNAL STAFFING
CONTACT : DAN MOORCROFT, PRESIDENT/CEO

Email address: bidresponse@qmrconsulting.com or
proservices@qmrconsulting.com

Address: 75 Albert Street, Suite 906,
Ottawa Ontario, K1P 5E7

Signed for the President by — Signé pour le
Président par :

CLEROU

Digitally signed by
CLEROUX NANCY

Signature

X NANCY

Date: 2020, 10, 27
10:45:49 -04'00'

Name and Position Title — Nom et Titre du poste

Nancy Cleroux
Team Leader, Strategic Procurement and Material
Management Division (SPMMD)

ProServices E60ZT-180028/145/ZT- Resulting contract clauses

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the medium complexity template used for the bid solicitation template, which is set out in the Standard acquisition clauses and conditions manual issued by Public Works and Government Services Canada.

2. Security requirement

Security requirement for Canadian supplier: Public Works and Government Services Canada file #Common-Professional Services Security Requirement Check List #6

1. The Contractor/Offor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offor personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
3. The Contractor/Offor must not remove any protected information or assets from the identified work site(s), and the Contractor/Offor must ensure that its personnel are made aware of and comply with this restriction
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offor must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 2. Industrial Security Manual (Latest Edition)

Clients can view the Security Requirement Checklists (SRCLs) at Common centralized professional services: Security requirement checklists.

The CBSA, will conduct its own personnel Reliability Status assessment on the recommended Bidder and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the "Policy on Government Security — Personnel Security Standard", irrespective of whether such assessment has already been conducted under any such policies. Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized secure official with CBSA's "Personnel Security Screening Section"(PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian Industrial Security Directorate" (CISD) and the "International Industrial Security Directorate" (IISD).

For each proposed resources, the Bidder should submit a complete signed original TBS 330-23 Form — Personnel Screening Consent and Authorization (<https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>) with their Bid. If not provided with the bid, the Bidder must provide it upon request and in the timeframe stated by the Contracting Authority (prior to Contract Award).

Until the credit check, fingerprinting and all other security screening processes required by this Request for Proposal have been completed and the recommended Bidder and the proposed personnel is deemed suitable by the CBSA, no contract will be awarded and the recommended Bidder personnel will not be

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permitted access to Protected / Classified information or assets, and will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Bidder is not deemed suitable following the security screening process required by the CBSA, the said recommended Bidder's (Contractor and its personnel) bid will be deemed non-compliant and the next ranked Bidder will be contacted. If only one bid was obtained and the recommended Bidder does not meet the security requirement, then, the Contracting Authority will determine the next steps in order to ensure all requirements are met.

*Fees are applicable. Fingerprinting will be at the Bidder's cost.

3. Statement of work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

4. Standard clauses and conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard acquisition clauses and conditions manual issued by Public Works and Government Services Canada.

4.1 General conditions

2010B General conditions—Professional Services (medium complexity), apply to and form part of the contract.

5. Term of contract

5.1 Period of the contract

The Work is to be performed from contract award until March 31st, 2020.

6. Authorities

6.1 Contracting authority

The Contracting Authority for the Contract is:

Name: Stephanie Nachar
Position: Procurement Officer
Telephone: 514-293-5542
Email address: stephanie.nachar@cbsa-asfc.gc.ca
Department: Canadian Borders Services Agency
Address: 355 North River Road, 17th Floor, Tower B

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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6.2 Project authority

The Project Authority for the Contract is:

Name: Valery Sina Ba
Position: Manager
Telephone: 343-291-6041
Email address: Valery.sinaba@cbsa-asfc.gc.ca
Department: Canadian Borders Services Agency
Address: 355 North River Road, 17th Floor, Tower B

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.3 Contractor's representative

The Project Authority for the Contract is:

Name: Dan Moorcroft
Position: President/CEO
Email address: bidresponse@qmrconsulting.com
Department: QMR Consulting & Professional Staffing
Address: 75 Albert Street, Suite 906, Ottawa Ontario, K1P 5E7

7. Proactive disclosure of contracts with former public servants (if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting policy notice: 2012-2 of the Treasury Board Secretariat of Canada.

8. Payment

8.1 Basis of payment—Limitation of expenditure standard acquisition clauses and conditions C0206C (2013-04-25)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$34,800.00. Customs duties are included and Applicable Taxes are extra.

8.2 Limitation of expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ 34,800.00. Customs duties are included and Applicable Taxes are extra

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide

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any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

when it is 75% committed, or

four (4) months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

9. Invoicing instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

10. Certifications—compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. Applicable laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

12. Priority of documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. the Articles of Agreement
2. the supplemental general conditions 2010B(2020-05-28) - General conditions
3. Annex A, Statement of Work
4. Annex B, Security Requirements Check List
5. the Contractor's bid dated September 25, 2020

13. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

14. Intellectual property infringement and royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing
3. The Contractor has no obligation regarding claims that were only made because:
 1. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
 2. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications)
 3. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada)
 4. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 1. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work

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2. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract
3. take back the Work and refund any part of the Contract Price that Canada has already paid

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

15. No responsibility to pay for work not performed due to closure of Government offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

16. Translation of documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

17. Replacement of specific individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 1. the name, qualifications and experience of the proposed replacement
 2. proof that the proposed replacement has the required security clearance granted by Canada, if applicable
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract
- 4.

18. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require

19. Identification protocol responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

1. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee
2. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor
3. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation
4. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem
5. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met

20. Contract Recourse Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the government institution that issued the Contract. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website and the clause below.

- a) Canadian International Trade Tribunal

A supplier may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;

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- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: Canadian International Trade Tribunal.

b) Office of the Procurement Ombudsman

A supplier may have recourse with the Office of the Procurement Ombudsman provided:

- The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than \$25,300 for goods or less than \$101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: Office of the Procurement Ombudsman.

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

c) Office of the Procurement Ombudsman - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

d) Office of the Procurement Ombudsman — Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ANNEX A

STATEMENT OF WORK (SOW)

TITLE	Staffing processes
OBJECTIVE	To prepare and administer staffing processes for Revenue Accounting and Reporting Division
BACKGROUND	The Revenue Accounting and Reporting Division has been tasked with many priorities to be delivered by the end of the fiscal year. Time and resources are limited to undertake such challenge. We require a staffing consultant to be dedicated to our team in order to address staffing needs in a timely manner.
SCOPE	The scope of the work will involve developing statement of merit criteria with the managers input, assessment tools, and assessment strategies, administer and coordinate interviews, reference and other administrative requirements in order to complete staffing documents required to make appointments. etc.
TASKS	<p>The following tasks must be undertaken by the Contracted Investigator:</p> <ol style="list-style-type: none"> 1. Providing operational HR services; 2. Develop SoMC 3. Prepare documentation required to advertise the staffing need (posting on Jobs.gc) 4. Prepare request for Clearance 5. Develop rating strategies guides. 6. Conduct staffing process, schedule interview, coordinate the interview on video platform (MS Teams or Zoom application), etc 7. Document results of various resourcing activities 8. Prepare staffing report for submission to management
CONSTRAINTS	<p>The Contractor must meet the requirements as outlined in the Public Service Employment Act (http://lois-laws.justice.gc.ca/eng/acts/P-33.01/).</p> <p>The contractor will be provided with a CBSA user ID, password, laptop, and other materials as required in order to process, store, and/or transmit CBSA data on the CBSA network during the contract. The use of contractor IT systems is prohibited.</p>
CLIENT SUPPORT	<p>The CBSA will provide a complete copy of the proposed staffing plan.</p> <p>For security reason, the CBSA will supply the contractor with a CBSA laptop during her work with CBSA.</p>

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ANNEX B
BASIS OF PAYEMENT

Contract Period
Contract Award – March 31st, 2021

Resource's Name	Category/Level	Level of Effort (#Days)	Per Diem	Total
Maryse Lavigne	Staffing Consultant / Level 3			\$34,800.00
Total :				\$34,800.00
Applicable taxes (13%) :				\$4,524.00
Total Tax included : Up to \$39,324.00				



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 2021001433

Purchasing Office — Bureau des Achats :

Canada Border Services Agency
Agence des services frontaliers du Canada
355 North River Road - 355 ch. River nord
17th Floor - 17^{ième} étage
Ottawa ON K1A 0L8

Title — Sujet:

ProServices SA - 5.5 Project Executive

Contract No. — No du contract:

2021001433

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P.:

Destination of Goods, Services, And Construction
Destination des biens, services et construction
See herein — voir aux présentes

Invoices to be sent to — Factures Envoyer à :

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract —
Le fournisseur/entrepreneur accepte/accuse réception du
présent contrat :

DRichardson
Signature

November 12, 2020

Date

Don Richardson
Vice president, Consulting Services

Name, title of person authorized to sign (type or print) —
Nom et titre du signataire autorisé (caractère d'impression)

Contracting Authority — Autorité contractante :

Meagan Leclair

Telephone No. — No de
telephone:

343-291-6907

Fax No. — No de
télécopieur :

E-Mail Address — Courriel:

Meagan.Leclair@cbsa-asfc.gc.ca

Total Estimated Cost
(HST incl.) /Coût total
estimatif (TVH incl.):

\$99,920.25

Currency Type -
Genre de devise :

CAD

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

Taligent Consulting Inc.
293 MacLaren Street
Ottawa, Ontario
K2P 0L9, Canada
PBN: 883141707PG0001

Signed for the President by — Signé pour le
Président par :

LECLAIR
MEAGAN

Digitally signed by LECLAIR
MEAGAN
Date: 2020.11.12 15:49:31 -05'00'

Signature

Date

Name and Position Title — Nom et Titre du
poste

MEAGAN LECLAIR

A/ Senior Procurement Officer, Strategic
Procurement Division (SPD), Comptrollership
Branch
Canada Border Services Agency



ProServices

Medium Complexity Bid Solicitation and Resulting Contract Template (MC) For below NAFTA Requirements

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RESULTING CONTRACT CLAUSES

ANNEX "A"

STATEMENT OF WORK

ANNEX "B"

BASIS OF PAYMENT



CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1.1 Security Requirements

1.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The contractor must, at all times during the performance of the contract, hold a valid Facility Security Clearance at the level of **secret**, issued by the CSP of the ISS, PSPC
2. The contractor personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP/ISS/PSPC
3. The contractor **must not** remove any **protected/classified** information from the identified work site(s), and the contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP/ISS/PSPC
5. The contractor must comply with the provisions of the:
 1. Security Requirements Check List and security guide (if applicable), attached at Annex "A".
 2. Industrial Security Manual (Latest Edition)

1.2 Statement of Work

This Contract is being issued for the requirement of a Project Executive for Financial Management Enhancement Project Support, for the Canada Border Services Agency (CBSA) under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

1.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.3.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

1.4 Term of Contract

1.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive.



1.5 Authorities

1.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name and Address:

Canada Border Services Agency
355 North River Road, Ottawa, Ontario, K1A 0L8

Contact Name: Meagan Leclair
Telephone: 343-551-6907
E-mail address: Meagan.Leclair@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

1.5.2 Project Authority

The Project Authority for the Contract is:

Department Name and Address:

Canada Border Services Agency
355 North River Road, Ottawa, Ontario, K1A 0L8

Contact Name: Chris Lanoue
Telephone: 343-291-6383
E-mail address: Chris.Lanoue@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name and Address:

Taligent Consulting Inc.
293 MacLaren Street, Ottawa, Ontario, K2P 0L9

Contact Name: Don Richardson
Telephone: 613-884-3124
E-mail address: donrichardson@taligent.ca

1.6 Payment

1.6.1 Basis of Payment

1.6.2 Authorized Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performing the Work.



1.6.3 Limitation of Price

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

1.7 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

1.8 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

1.9 Invoicing Instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

1.10 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.



1.11 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

1.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2020-05-28), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-180029/068/ZT; and
- (g) the Contractor's bid dated November 4, 2020.

1.14 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.15 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



1.16 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

1.17 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

1.18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



1.19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



ANNEX "A"

STATEMENT OF WORK

TITLE

Financial Management Enhancement Project Support

OBJECTIVE

The Finance and Corporate Management Branch of the Canada Border Services Agency (CBSA) requires services of informatics professional resource to assist with the development of new functionalities and the maintenance of existing functionalities in an SAP environment; assisting with the solution design and analysis around data integrity, maintenance and data cleanup within CBSA's ERP Common Components (ECC) environment, its SAP Business Warehouse (BW) and SAP Business Objects (BOBJ) suite as well as the migration to SAP S/4 HANA. These resource will also help the SAP support and Maintenance Division create a Project Management Office (PMO) to assist in the S/4 HANA project.

BACKGROUND

CBSA has been working to increase its functional footprint in its SAP environment in order to keep up with business and reporting requirements.

In early 2013, CBSA developed blueprints for the implementation of the SAP Business Planning and Consolidation (BPC) module. The data needed by BPC is currently held within the SAP Business Warehouse (BW) environment which sits on HANA.

CBSA has gone live with a forecasting solution through BPC as well as expenditure planning and has begun delivering reports and analytics tools.

CBSA next deliverables are:

- Budgeting
- Planning (Integrated Business and Operational)
- Forecasting
- Enterprise Asset Management
- Project Systems
- Successfactors
- ARIBA
- Concur

SCOPE

CBSA is requesting the services of a Project Executive. This resource will assist the Agency with collaborating and advising the business on solution options to achieve the desired results including collaborating with stakeholders to evaluate design options and alternatives, select the appropriate solution and meet business expectations.

RESOURCE REQUIREMENT

Resource Category	Level
5.5 Project Executive	Senior



TASKS

The Contractor's resource may be required to perform the following tasks:

1. Define and document project objectives, determine budget requirements
2. Meet with other organizational executives to ensure all organizational (internal and external) stakeholders are committed and moving forward on project and organizational goals
3. Resolve issues related to the project
4. Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools
5. Controlling time management
6. Analyzing and managing project risk
7. Monitoring progress
8. Managing reports and documentation
9. Project sign-off

DELIVERABLES & SCHEDULE

The proposed resource will provide the deliverables as specified in the deliverables and completion schedule. Deliverables will include but not limited to:

Deliverables	Schedule
Closeout Gate 7 POEMS (Port of Entry Management System)	November 2020
Closeout PBFP (Planning Budgeting and Forecasting Project)	December 2020
Advised on the development of a S/4 HANA PMO	December 2020
Help with Golive and hypercare tracking of the successfactorsrecruitment project	November - December 2020

ACCEPTANCE CRITERIA

All services rendered under the Contract are subject to inspection by the Technical Authority.

All deliverables shall respect the following principles:

- Logical structure - flow in a logical format that permits the reader to understand the objectives of the initiative, and that it describes how recommendations and conclusions are determined;
- Business oriented - with the focus on business capabilities and impact, rather than having a technical focus; and
- Comprehensive - include all significant factors to a complete evaluation of the context, constraints, risks and expectations of the work.

CONSTRAINTS

The Canada Revenue Agency (CRA) is the host for the ERP (Enterprise Resource Planning) instance of SAP being used by both CRA and the Canada Border Services Agency (CBSA). CBSA has a shared agreement for use of the data, and transfer of said data. CBSA access into the SAP ERP ECC environment is limited.

All reporting that is generated through Business Warehouse (BW) on HANA/BPC/BOBJ will be required in both official languages.

CLIENT SUPPORT

CBSA currently has a SAP (BW) on HANA environment; also hosted by CRA for ECC instance. The Contractor's resource will be working with the business team within CBSA providing support and services to resource management and corporate accounting as well as helping CBSA Comptroller move forward with data integrity cleanups.



The Contractor will be supporting a project team to gather further requirements and develop solutions to cover areas including but not limited to:

- Budgeting
- Planning (Expenditure and Integrated Business)
- Forecasting
- Enterprise Asset Management
- Project Systems
- Successfactors
- ARIBA
- Concur

TECHNOLOGY ENVIRONMENT

The Contractor may be required to use any of the following technologies/technical areas:

- SAP ECC 6.0 - CBSA and CRA are currently looking at next steps in the move to S/4 HANA and related SaaS products. CBSA is also hosted by CRA for the ECC environment, however, CBSA currently has extractors set up and running daily into a CBSA owned BW on HANA environment;
- SAP BW 7.0 (SP13)
- SAP BOBJ
- SAP BPC 10.1
- SAP BI Launchpad 4.3
- SAP Analytics Cloud (SAC)

LANGUAGE OF WORK

Work will be conducted in both English and French. All resources must provide services in both languages.

LOCATION OF WORK

Laptops and PKI Keys will be provided to allow work remotely, with the prior approval of the Technical Authority.

The resource will be required to work onsite at 355 North River Road, Ottawa, when permitted. An office space, email and system access will be provided during normal business hours (7 a.m. - 6 p.m.) Monday to Friday except during designated holidays, where Government Offices are closed. These hours are not representative of the duration of a Contractor's work day. All proposed personnel must be available to work outside normal office hours during the duration of the Contract. The Technical Authority will advise the Contractor as soon as possible of any required work outside standard working hours.

COMMUNICATION AND REPORTING REQUIREMENT

It is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority. Status updates, verbal or written, may be requested by the Technical Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor must immediately notify the Technical Authority of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

TRAVEL

There are no requirements for travel outside of the National Capital Region.



ANNEX "B"

BASIS OF PAYMENT

A. CONTRACT PERIOD

During the period of the contract, the Contractor will be paid as specified below for work performed in accordance with the contract.

1.0 LABOR

The Contractor will be paid as specified below for work performed in accordance with the Contract.

Category of personnel and level Contract Award - March 31, 2021	Estimated Level of Effort	Firm all-inclusive per diem rate (GST/HST extra)
5.5 Project Executive		

1.1 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.

1.2 GST/HST

- a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 2021001433

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#19



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	CBSA
2. Branch or Directorate / Direction générale ou Direction	FCMB
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Project Executive / Project Management	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Non Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 2021001433

COMMON-PS-SRCL#19



Government
of Canada

Gouvernement
du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document :	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input checked="" type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input type="checkbox"/> SITE ACCESS ACCES AUX EMBLEMES			
Special comments: Commentaires spéciaux :			
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.			

10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS		
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
PRODUCTION		
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)		
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Contract No.: 2021001433

COMMON-PS-SRCL#19



Government
of Canada

Gouvernement
du Canada

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉE			CLASSIFIED CLASSIFIÉE			NATO				COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO CONFIDENTIAL	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉE			TOP SECRET TRÈS SECRET
											A	B	C	
Information / Assets Management / Sites Production														
IT Media / Support IT														
IT Link / Lien + Stratégie														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Chris Lanoue		Title - Titre Director SSMD	
Signature <i>Chris Lanoue</i>			
Telephone No. - N° de téléphone 343-291-6383	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Chris.Lanoue@cbsa-asfc.gc.ca	Date 2020-09-17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Marc Ponniah		Title - Titre A/ Security Advisor	
Signature PONNIAH MARCANTOINE			
Telephone No. - N° de téléphone 514-608-8903	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel marc.ponniah@cbsa-asfc.gc.ca	Date 2020-10-09
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature LECLAIR MEAGAN			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Signature Saumur, Jacques O			
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Jacques Saumur
Contract Security Officer
Contracts Security Division/Division des contrats sécurité /
Contract Security Program/Programme de sécurité des contrats /
Public Services and Procurement Canada/ Services publics et Approvisionnement Canada
Jacques.Saumur@tpsgc-pwgsc.gc.ca
Telephone | Téléphone 813-948-1732
Facsimile | Télécopieur 813-948-1712

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